INTRODUCTION

On February 10, 2000, MCI WorldCom, Inc. ("MCI WorldCom") filed its Initial Brief in this investigation. In its Initial Brief, MCI WorldCom focused upon six principal issues:

the proper relationship between BA-MA's proposed Tariff No. 17 and interconnection agreements between BA-MA and CLECs, including MCI WorldCom;
modifications which the Department should require with regard to BA-MA's proposed EEL service arrangement and rejection of its proposed extended
link test charge;

rejection of BA-MA's original and alternative GRIP proposals as contrary to law and policy and otherwise unreasonable;
modifications to BA-MA's proposed collocation services in light of requirements under the FCC's Advanced Services Order and the Department's own order and policies;

modifications to miscellaneous sections of proposed Tariff No. 17; and
the need for the tariffing of DSL loop arrangements.
Given the extensive treatment of each of these issues in its Initial Brief, MCI WorldCom will not repeat its positions on these issues in this introduction to its Reply Brief.

After reviewing the Initial Briefs filed by BA-MA and other parties,(1) MCI WorldCom has submitted this Reply Brief in order to: (1) address several arguments made by BA-MA; (2) comment on the arguments made by other parties as they relate to MCI WorldCom's positions on the above-referenced issues; and (3) provide MCI WorldCom's position on several issues raised by other parties and not treated in MCI WorldCom's Initial Brief.(2) The extensive and in depth treatment which the CLECs have afforded the issues in this investigation denote the seriousness of these matters. The resolution of these matters has a critical bearing upon their ability to compete in the local exchange market and bring the benefits of local exchange competition envisioned by the Department to the consumers and economy of Massachusetts. The Department has been presented with another opportunity to eliminate the market entry and penetration barriers which BA-MA has sought to place in the way of local exchange competition through the guise of compliance with federal and Department directives.

II. ARGUMENT

BA-MA'S PROPOSED APPLICATION OF TARIFF NO. 17
IS UNREASONABLE AND ALSO THREATENS TO VIOLATE

FEDERAL LAW GOVERNING THE NEGOTIATION AND

ARBITRATION OF INTERCONNECTION AGREEMENTS

Summary of BA-MA's Position

In its Initial Brief, BA-MA has simply restated its contradictory positions on the application of Tariff No. 17 to interconnection agreements which it enters into with CLECs pursuant to Section 252 of the federal Telecommunications Act. At the outset, BA-MA states that its proposed tariff provides CLECs "with an alternative arrangement to negotiating an interconnection agreement with BA-MA in Massachusetts."(3) Next, however, BA-MA states that in addition, Tariff No. 17 "is applicable to existing interconnection agreements....In the case of interconnection agreement provisions that were established by the Department through arbitration...that...arbitration determination is subject to future Department

orders in tariff proceedings."(4) BA-MA maintains that according to the Department's prior decisions, "the subject of Department-arbitrated provisions in a tariff supercede[sic] existing interconnection agreements...."(5) Finally, BA-MA asserts that it has clarified for those CLECs which asked how Tariff No. 17 applies to their existing interconnection agreements.(6) According to BA-MA, Tariff No. 17 "generally will have little effect on existing interconnection agreements...."(7) BA-MA concludes that it should not be required to provide a CLEC with which it has previously entered into an interconnection agreement any notice of proposed tariffs which BA-MA intends would apply apply to and modify the operative terms and conditions of that interconnection agreement.(8) 2. BA-MA has Failed to Reconcile the Inconsistencies in its Position

and Misapplied the Department's Prior Decisions

Nowhere in its Initial Brief has BA-MA reconciled its inconsistent statements that Tariff No. 17 operates as an "alternative" to interconnection arrangements and that Tariff No. 17 provisions at the same time supersede certain provisions in its existing interconnection agreements. As the proponent of Tariff No. 17, BA-MA has the burden of demonstrating how it will be applied and whether its proposal is reasonable. BA-MA has failed on both counts in its direct testimony, during cross-examination and now on brief.

MCI WorldCom went to great lengths in Initial Brief to expose the tremendous difficulties for CLECs which BA-MA has created as a result of its filing of Tariff No. 17.(9) First, BA-MA has expressly contradicted its own proposed tariff language that Tariff No. 17 is merely an optional means of obtaining interconnection and access to UNES for CLECs that do not have an interconnection agreement at all or whose interconnection agreement does yet not provide for a specific service which BA-MA has made available initially under a tariff. Given BA-MA witness Stern's testimony during hearings about the effect of Tariff No. 17 on interconnection agreements, a CLEC which took Tariff No. 17 at face value would be at risk, for example, of being subject to BA-MA's GRIP proposal.(10) Second, BA-MA claims that "any question" concerning the relationship between its tariffs and interconnection agreements exists "because of the Department's requirement that BA-MA file tariffs for resale, interconnection and UNEs, and not any unilateral action on BA-MA's part."(11) However, BA-MA has misapplied the Department's past decisions by including in Tariff No. 17 proposals which are inconsistent with the Department's findings and rulings in past arbitration orders.(12) It has also created substantial confusion about the applicability of its tariff to interconnection agreements in response to legitimate questions from the parties and the Department.(13) To the extent that the Department finds that it would need to modify or clarify its current precedents regarding the relationship between tariffs and interconnection agreements in order to adopt MCI WorldCom's recommendations, the Department should do so based upon the extensive record in this proceeding.(14)

3. Several Parties Have Properly Noted that BA-MA's

Proposed Interaction Between Tariff No. 17 and its

Interconnection Agreements Conflicts With Federal

Law

AT&T, MCI WorldCom, MediaOne, Covad and Rhythms have all demonstrated throughout this proceeding that BA-MA's proposed application of Tariff No. 17 conflicts with the federal statutory scheme governing the negotiation and arbitration of interconnection agreements.(15) On brief, BA-MA has not addressed this inherent

problem, despite its obvious, recurring nature during questioning. The Department must be mindful that a tariff, even one which constitutes an SGAT, does not displace the interconnection agreement negotiation and arbitration process established under Sections 251 and 252 of the federal Telecommunications Act.(16) BA-MA's proposed use of Tariff No. 17 as a shield against its obligation to negotiate interconnection agreements in good faith is inconsistent with both the letter and intent of the federal Telecommunications Act and should be rejected.

4. The Department Should Adopt MCI WorldCom's

Recommendations Concerning the Relationship

Between Tariffs and Interconnection Agreements

In Order to Afford CLECs the Certainty Which

They Need in Order to Operate and Compete

All CLECs which have addressed the issue have argued CLECs must have a level of comfort that the negotiated and arbitrated provisions of their interconnection agreements will remain intact if they are to be afforded an opportunity to build their networks, develop operating procedures and engage in competition.(17) BA-MA's effort to override actual CLEC network deployments of CLECs such as that of MediaOne and derail Greater Media Telephone, Inc.'s network plans before they have been implemented illustrate the difficulty which BA-MA's proposal will create if accepted by the Department.(18)

For its part, MCI WorldCom recognizes that the Department must provide guidance to both BA-MA and CLECs on the proper relationship between tariffs and interconnection agreements. MCI WorldCom therefore recommended to the Department detailed guidelines which stem from the Department's own efforts in past proceedings to achieve this same objective. However, as is evident from this proceeding, the Department's currently articulated guidelines have been misinterpreted and misapplied by BA-MA and leave so many questions unanswered that they afford BA-MA even more opportunities to disadvantage CLECs. Accordingly, as stated in its Initial Brief, MCI WorldCom asks that the Department accept its recommendations as a means of providing a clear set of principles that can be carried out easily in practice and avoid the mischief which has arisen under the Department's still evolving precedents:

1. Rates and charges should be contained in an exhibit to the

interconnection agreement and should be updated in accordance

with changes ordered or authorized by the Department. True ups

of any billing that did not comply with the correct rate or charge

should be made. However, negotiated rates should not be

superseded by a subsequent tariff filing or Department order unless so

provided for under the negotiated provisions of the interconnection agreement.

2. The provision of a service or facility covered by an existing interconnection

agreement should be governed by the terms of the interconnection

agreement. The providing party's tariff should apply to the provision of

a particular facility or service covered by the interconnection agreement and provided by that party only where the interconnection agreement expressly states that the particular facility or service is being provided subject to the terms and conditions of the providing party's tariffs.

3. A CLEC with an existing interconnection agreement should be afforded the option of obtaining a service or facility under a tariff which BA-MA has made available for any service or facility which is not provided for under the interconnection agreement.

4. A CLEC's agreement under its interconnection agreement to receive a service or a facility under the terms of a tariff does not limit that CLEC's "pick and choose" rights under Section 252(i) of the 1996 Act.(19)

B. BA-MA'S PROPOSED EEL ARRANGEMENTS

1. BA-MA has Misstated the FCC's "Significant Use" Standard

BA-MA has proposed a complicated, burdensome and overly constrictive tariff requirement on CLECs for determining whether a CLEC has met the FCC's interim standard for the "significant use" of a loop-transport combination for local traffic. BA-MA's proposal should be rejected by the Department.

At page 23 of its Initial Brief, BA-MA states that its EEL proposal incorporated "this

significant use standard" into its EEL proposal and implies that the standard which it included in its tariff is a standard which has been adopted by the FCC. BA-MA's statement is misleading. The FCC adopted only a "significant use" standard. While it cited two examples which would meet the "significant use" standard, it did not find or rule that these illustrations constituted the exclusive tests of whether "significant use" exists. Contrary to the FCC's construct, BA-MA's proposed tariff language would convert these two illustrative situations into exclusive means by which CLECs satisfy the FCC's "significant use" standard. The Department should reject BA-MA's proposal.

BA-MA claims on brief that "no other party to this proceeding has offered a reasonable alternative standard" to that which BA-MA has proposed in its tariff.(20) BA-MA is incorrect. First, the parties have recommended that the Department apply the FCC's "significant use" standard and reject BA-MA's attempt to impermissibly narrow that standard during the short period of time between the effective date of any BA-MA tariff resulting from this investigation and June 30, 2000, when the FCC has stated it intends to address the standard on a more comprehensive national basis. Second, MCI WorldCom has suggested on brief a relatively easy to administer approach to dealing with the FCC's temporary "significant use" standard which avoids the impermissible limitations embedded in BA-MA's proposed tariff language.(21) Each of these approaches is preferable to BA-MA's unlawful proposed tariff restriction.

BA-MA's Position on Commingling

At pages 24-25 of its Initial Brief, BA-MA argues that CLECs should not be permitted to commingle EEL and Special Access arrangements. At the same time, BA-MA now claims that Part B, Section 13.1.1.B. of Tariff No. 17 permits commingling where a CLEC meets the "significant use" standard and certifies to this effect. (22) The

Department should adopt MCI WorldCom's position on this issue.

3. MCI WorldCom Concurs with AT&T's Argument on the Impropriety

of the Link Test Charge

In its Initial Brief, MCI WorldCom recommended that the Department disallow BA-MA's proposed Link Test Charge. (23) On brief, BA-MA has offered nothing which would justify the approval of this charge. Moreover, as AT&T argues, the Link Test Charge should be rejected for the further reason that the costs upon which that proposed charge are based appear to have been included in the Administrative Factors used to cost recurring loop rates.(24)

C. BA-MA'S ORIGINAL AND ALTERNATIVE GRIP PROPOSALS

SHOULD BE REJECTED ONCE AGAIN

At pages 53-63 of its Initial Brief, BA-MA has tried to defend its unlawful and previously rejected GRIP proposal as well as its equally unlawful and previously rejected alternative GRIP proposal. MCI WorldCom and other parties have explained in their Initial Briefs that BA-MA's proposals must be rejected again.(25) BA-MA's arguments rehash issues which the Department considered and decided in the GMT/MediaOne Arbitration Order. BA-MA has offered nothing which should alter the Department's findings and rulings that CLECs are required by law to establish no more that one IP per LATA and BA-MA is not entitled to charge CLECs for its claimed additional costs of transport which arise from a CLEC's exercising its statutory interconnection rights. At page 60 of its Initial Brief, BA-MA claims that the GMT/Media/One Arbitration Order "would apply to the parties to the arbitration, and not necessarily to all CLECs electing to subscribe to interconnection provisions under Tariff No. 17." BA-MA is incorrect. First, if, as a legal matter, two CLECs are not required to establish more than one IP per LATA, the same rule of law applies to other CLECs.(26) Second, to the extent that the Department has now heard additional evidence from BA-MA and other parties on transport issues which were considered and decided in the GMT/MediaOne Arbitration Order, that evidence reinforces the propriety of the Department's rejection of BA-MA GRIP proposals.(27)

D. COLLOCATION ISSUES

The many collocation issues raised by BA-MA's proposed tariff have been addressed

extensively by MCI WorldCom and other parties in their Initial Briefs. Those discussions need not be repeated here. In resolving collocation issues, the Department should be mindful of the importance of timely, economic, efficient and non-discriminatory collocation to the emergence of facilities-based local exchange competition. The Department should also be mindful that ILECs like BA-MA have powerful incentives and opportunities to delay the provision of collocation and make collocation arrangements costly an inefficient for CLECs. While BA-MA lauds its "long history of providing collocation to CLECs in Massachusetts,"(28) the Department must remember that this "long history" began as a result of a complaint by Teleport against New England Telephone and Telegraph Company, D.P.U. 90-206. Over the last decade, little has changed. Last year, the Department resolved another collocation complaint proceeding initiated by Teleport against New England Telephone and Telegraph Company d/b/a BA-MA, D.T.E. 98-58. The passage of the federal Telecommunications Act and the FCC's Advanced Services Order, not an enlightened

BA-MA, has precipitated the inclusion of extensive collocation provisions in BA-MA proposed tariff.

BA-MA's proposed tariff fails to offer CLECS timely, efficient and reasonably costed collocation services. MCI WorldCom, Covad and Rhythms have demonstrated through evidence and argument in their Initial Briefs that BA-MA's collocation tariff must be modified in numerous respects. Only a few points need to be mentioned in reply to BA-MA.

First, the Department should not limit its actions in this proceeding to the minimum standards established by the FCC in its Advanced Services Order, as BA-MA urges.(29) The Department previously recognized that it can and should adopt collocation requirements which exceed, but are consistent with the FCC's minimum standards.(30) One such instance in which the Department should act involves adjacent off-site collocation. The Department should require BA-MA to allow CLECs to collocate with BA-MA through adjacent off-site arrangements and without regard for whether the BA-MA central office has internal central office collocation space available. Adjacent off-site arrangements may be more timely, efficient and economical for the CLEC than BA-MA's internal central office collocation offering. Moreover, the implementation of adjacent off-site collocation relieves pressure on BA-MA's existing central office space in central offices where the demand for collocation is high. Adjacent off-site collocation has been implemented by other ILECs and is technically feasible. Even though the FCC has not mandated adjacent off site collocation or required it in a situation in which internal ILEC central office space is available, the Department has been empowered by the FCC to adopt such requirements as an alternative to BA-MA's more limited service arrangements. In sum , the Department should not convert the FCC's minimum standards into maximum standards.

In addition, the Department should not be misled by BA-MA's efforts-through scare tactics- to discriminate against CLECs. For example, BA-MA has refused to permit Massachusetts CLECs to place their equipment in the same line-up with BA-MA's equipment(31), even though the New York Public Service Commission has ordered BA-MA to implement line-up sharing.(32) Similarly, BA-MA has used vague references to universal service obligations as a basis for reserving central office space for its own use for up to three years even where it has no definite plan or budgeted construction which requires the use of central office space.(33) The FCC has not condoned BA-MA's discriminatory space reservation proposal. BA-MA has failed to muster any quantitative or even qualitative evidence to support its contention that it needs to reserve central office space for three years in order to preserve its ability to serve customers. Finally, BA-MA incorrectly argues that its reservation of space for three years is justified because it does not have resale or collocation in other carriers' networks available to it.(34) CLECs must resell their services as provided under Section 251 of the federal Telecommunications Act. Moreover, at least some CLECs have offered to make collocation available to BA-MA.(35)

In this same vein was BA-MA's proposed 10 foot separation between BA-MA and CLEC equipment. BA-MA now says that its restrcition was not intended as a hard and fast rule but was merely proposed as a guideline which it could waive when it felt like doing so.(36) This is another instance of BA-MA's proposal acting as a barrier to efficient CLEC entry. This tariff language was rejected by the New York Public Service Commission and should be eliminated from Tariff No. 17.(37)

E. MISCELLANEOUS ISSUES

In this Section of its Reply Brief, MCI WorldCom addresses a number of issues raised by BA-MA and other parties in their Initial Briefs.

1. BA-MA's Termination of Service Provision as Revised is Unreasonable

At pages 10-11 of its Initial Brief, BA-MA has provided revised language under which it may terminate the provision of UNES to a CLEC without prior notice. This provision is unreasonable because it would result in an interruption of the CLEC's service without the CLEC's having been afforded any opportunity to review with BA-MA or have a regulator determine whether reasonable grounds for such termination exist and the impacts of such an action upon consumers.(38) For example, it would be inappropriate to sever a CLEC's provision of service to a state agency or hospital without prior notice to the CLEC. BA-MA has not demonstrated that it terminates service to its own end user customers under each of the circumstances for which it now proposes to discontinue the provision of UNEs to CLECs.

2. The Department Should Reject Proposed Charges Contained

in Part M, Sections 2.10.1, 3.1.4, 3.1.5, 3.1.6 and 3.1.18 Because

They Are OSS Costs Which the Department Previously Disallowed

and BA-MA has Offered No Reason for Their Acceptance in This

Investigation

MCI WorldCom concurs with AT&T's argument that the Department should disallow BA-MA's proposed charges contained in Part M, Sections 2.10.1, 3.1.4, 3.1.5, 3.1.6 and 3.1/18.(39) These charges recover OSS costs which the Department recently disallowed. Subject to questioning by Mr. Isenberg, BA-MA witness Stern admitted that the costs underlying these charges are OSS cost onsets which were disallowed in the Consolidated Arbitrations. (Tr. 920-922). These same costs should not be recoverable in this proceeding.

3. BA-MA's Proposal to Make Unilateral Changes in its Network

Should be Disallowed and the Matter Should be Reviewed in

Technical Sessions

MCI WorldCom shares AT&T's concern that BA-MA might use its proposed authority to make unilateral changes in its network to adversely affect the operations of CLECs.(40) BA-MA has not demonstrated how this proposal would interrelate to its obligations under existing interconnection agreements or its propriety under federal law.(41)

4. BA-MA's Restrictions on CLEC Expedite Orders Are Unreasonable

As AT&T has noted,(42) and as MCI WorldCom raised during its cross-examination of BA-

MA witness Stern, BA-MA's proposed limitation on CLEC expedite orders unduly restricts the ability of CLECs with growing business volumes from meeting the needs of its customers even where the absolute number of expedite requests is well within BA-MA's capacity to process. (Tr.). Moreover, BA-MA's proposed limitation on CLECs is discriminatory if BA-MA does not place the same limitations upon its provision of service to its own retail customers. MCI WorldCom suggests that BA-MA's proposed restriction be disallowed and that BA-MA be directed to substitute a limitation provision which is tied to the CLEC's prior months' number of expedites (e.g., 5%) or an established amount (e.g., 100 expedite orders), whichever is larger. BA-MA

appears to have agreed that such a modification is reasonable.(43)

5. The Department Should Reject BA-MA's Proposed Requirement

that CLECs Furnish Extensive Call Records

MCI WorldCom concurs with AT&T's argument that the Department should reject BA-MA's proposal to require CLECs to provide BA-MA with detailed call records of every call made. As AT&T pointed out during hearings, an industry-wide issue exists regarding calling party number disclosure and it would be unduly expensive to force CLECs to adopt BA-MA's proposal. Moreover, these disclosure requirements cannot be met when a call originates on a PBX. It would be patently unreasonable for the Department to permit BA-MA to assess its inflated access charges on calls such as PBX originated calls in light of the industry-wide nature of the CPN disclosure problem.(44) The Department should reject BA-MA's proposal and allow this issue to be addressed in an appropriate nationwide industry forum.

6. The Department Should Order BA-MA to Incorporate in its Tariff

the Carrier to Carrier Standards

Since BA-MA has agreed to incorporate carrier to carrier standards into Tariff No. 17, the Department should order BA-MA to do so.(45)

7. The Department Should Initiate a Proceeding to Adopt Expedited

Dispute Resolution Procedures

BA-MA maintains that the dispute resolution process adopted by the Department in D.P.U. 94-185(1996) is adequate for handling disputes arise under Tariff No. 17. However, the dispute resolution time lines set forth in those guidelines are not expeditious enough in light of the many situations in which CLECs need fast resolution of their disputes with BA-MA. Under the existing guidelines, even the most basic dispute would require 160 days before a Department order. That time frame does not include the amount of time which it would take BA-MA (or the CLEC) to comply with that order. Consumers wanting to use CLEC services cannot be expected to remain on hold for a minimum of 160 days pending the resolution of the CLEC's dispute with BA-MA.

While the dispute resolution intervals established in D.P.U. 94-185 (1996) may remain appropriate for certain types of disputes between BA-MA and CLECs, there is a need for additional, faster dispute resolution mechanisms. The Department should take this opportunity to open an investigation which would lead to the adoption of expedited dispute resolution procedures.(46)

III. CONCLUSION

For the reasons stated above and in its Initial Brief, the Department should disallow Tariff

No. 17 as filed by BA-MA and adopt the recommendations of MCI WorldCom regarding the disposition of the issues addressed by MCI WorldCom.

Respectfully submitted,

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1. Department of the Attorney General, AT&T Commmunications of New England, Inc., Global NAPs, Inc., and the joint submission by Covad Communications Company and Rhythms Links, Inc.

2. By not commenting in its Reply Brief on each argument made by BA-MA in its Initial Brief and by not repeating every point made by MCI WorldCom in its own Initial Brief, MCI WorldCom does not waive any of the arguments presented in its Initial Brief.

3. BA-MA Br. at 1.

4. Ba-MA Br. at 2.

5. BA-MA Br. at 7.

6. BA-MA Br. at 7.

7. BA-MA Br. at 7.

8. BA-MA Br. at 8-9.

9. MCI WorldCom Br. at 5-18.

10. It is interesting to note that on BA-MA's web site, updated on February 7, 2000, it has added pending tariffs to the array of material available to the public. However, it included Tariff No. 14 and omitted Tariff No. 17. This type of selective disclosure, accidental or otherwise, supports CLEC arguments that BA-MA should be required to provide contemporaneous notice of its tariff filings with the Department to CLECs along with an explanation how it intends to apply the proposed tariff, if at all, to interconnection agreements.

11. BA-MA Br. at 6.

12. MCI WorldCom has highlighted two such instances: the inclusion of the GRIP proposal which was rejected in the Greater Media Telephone/Media One Arbitration Order and the inclusion of provisions for installment payment of non-recurring charges which are inconsistent with the Department's ruling on installment payment of non-recurring charges for collocation.

13. Examples include its failure to include performance standards under Tariff No.

17, its statements that Tariff No. 17 might supersede some interconnection agreements but not others, and its claim that Tariff No. 17 would, if approved, supersede the Department's GMT/MediaOne Arbitration Order's rejection of its GRIP proposal.

14. See Section II-B-4, infra.

15. See, MCI WorldCom Br. at 12. AT&T Br. at 3-4.8-11. Covad/Rhythms Br. at 51-55.

16. See, AT&T Br. at 8-9.

17. See, MCI WorldCom Br. at 14-18. AT&T Br. at 11-14. Covad/Rhythms Br. at 52-54.

18. For example, MediaOne would need to reconfigure its network deployment in order to comply with BA-MA's GRIP proposal, all at a great expenditure of resources and with potential impacts on the reliability and cost of service to consumers.

19. MCI WorldCom's position is consistent with the Department's recitation of its standards- first adopted in Resale Tariff, D.T.E. 98-15 at 13 (Phase I)(1998) at pages 4-5 of the GMT/MediaOne Arbitration Order. Of critical importance is the Department's statement that "where the Department orders a local exchange carrier ("LEC") to include certain terms in a tariff, either through an arbitration proceeding or other proceeding, Department-ordered provisions control." Here, BA-MA has included in Tariff No. 17 numerous provisions which it was never ordered by the Department to include in a tariff.

20. BA-MA Br. at 23, note 17.

21. MCI WorldCom Br. at 28-29.

22. Other aspects of BA-MA's Initial Brief dealing with its EEL proposal have been addressed in MCI WorldCom's Initial Brief or the Initial Briefs of other parties and require no further argument.

23. See, MCI WorldCom Br. at 33-40.

24. See, AT&T Br. at 51-52.

25. MCI WorldCom Br. at 41-46. AT&T Br. at 25-37. Global NAPS, Inc. Br. at 4-8.

26. BA-MA's argument is galling because Ms. Stern testified that if its GRIP proposal were approved, it would supersede the Department's rejection of the same GRIP proposal as to GMT and MediaOne. (MCI WorldCom Br. at 41-46).

27. MCI WorldCom Br. at 41-46. AT&T Br. at 29-31. BA-MA's reference at page 63 of its Initial Brief to a recent decision of the New York Public Service Commission decision in an arbitration involving Sprint should be accorded no weight. There is no indication from that decision-which deals with the issue in summary form- what arguments or evidence Sprint presented in support of its position. In contrast, the Department was afforded detailed legal arguments from GMT and MediaOne and had an extensive factual record on this issue before it when it rejected BA-MA GRIP proposals and found that as a matter of law a CLEC cannot be required to establish more than one IP per LATA.

28. BA-MA Br. at 28.

29. See, e.g., BA-MA Br. at 29 (advocating that adjacent collocation should not be required where internal collocation space is available because the FCC does not require it).

30. D.T.E. 98-58 Collocation Order at 12.

31. BA-MA Br. at 30-31. BA-MA on brief continues to distort the record evidence that

CLEC equipment is often a 12 inch bay in its effort to avoid the very common line-ups which the New York Public Service Commission has required it to accept.

32. MCI WorldCom Br. at 71.

33. BA-MA Br. at 32-35.

34. BA-MA Br. at 34, note 25.

35. Greater Media Telephone offered to make collocation available to BA-MA, essentially giving BA-MA the same option of establishing an IP at the GMT switch as BA-MA offered GMT under its GRIP proposal. However, BA-MA refused.

36. BA-MA Br. at 37-38.

37. MCI WorldCom Br. at 71.

38. See, AT&T Br. at 54.

39. See, AT&T Br. at 47-49.

40. See, AT&T Br. at 52.

41. See, e.g., Section 251(c)(5) of the federal Telecommunications Act, which provides that ILECs such as BA-MA have the "duty to provide reasonable public notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's [ie, BA-MA] facilities or networks, as well as any other changes that would affect the interoperability of those facilities and networks."

42. See, AT&T Br. at 53.

43. Tr. 4 at 704-714.

44. See, AT&T Br. at 53-54.

45. See, AT&T Br. at 55. Tr. at 1006-1007.

46. MCI WorldCom commends Department Staff for taking the initiative by assisting both CLECs and BA-MA informally to promote expedited dispute resolution.